



Plattsburgh, New York

Randal J. Stone
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-561-5965
Fax: 518-561-8236
stoner@cityofplattsburgh-ny.gov

MEMO

TO: Mayor James Calnon
Members of the Common Council

FROM: Fire Chief, Randal Stone

DATE: November 6, 2014

RE: Fire and Ambulance Responses

For this two week period: Thursday, October 23, 2014 to Wednesday, November 5, 2014
our Department has responded to the following:

Fire Calls

37

- 1 building fire
- 15 system activations
- 7 EMS assist
- 8 MVA
- 1 arcing
- 1 bomb scare/ no bomb
- 1 passenger vehicle fire
- 1 outside rubbish fire
- 1 dispatched/cancelled enroute
- 1 smoke/odor removal

Ambulance Calls

92

Mutual Aid by CVPH

16



BI COMPLAINT REPORT OCTOBER 2014

THURSDAY, NOVEMBER 04, 2014

2:11:39 PM

DATE RECEIVED	NUMBER	COMPLAINANT LAST NAME	STREET NUMBER	SITE LOCATION STREET NAME	CC COMPLAINT	INSPECTION DATE	CORRECTED	CORRECTION DATE
11/3/14	578-14		15	MACOMB ST.	GARBAGE, ANIMALS			
10/20/14	577-14	SCOTT	14	LEBLANC LANE	BURNT LUG IN METER CAN	10/20/14	QUOTES BEING SOUGHT	10/23/14
10/31/14	576-14	CLEVELAND	55	PROSPECT AVENUE	MOBIL GARAGE, DRIVE, GARAGE AROUND, PARKING INTO STREET	10/31/14	NO CORRECTION REQUIRED	
10/9/14	575-14		39	TREMBLAY AVENUE	UNSAFE GROUND ROD AND GROUND WIRE	10/9/14	CORRECTED	10/28/14
10/21/14	574-14		61	BEEKMAN STREET	SWING GATES OPEN INWARD.	10/21/14	NO CORRECTION REQUIRED	
10/27/14	573-14	ROSHLEAU	186	CORNELIA STREET	NEIGHBOR @ 186 CUT BRANCHES W/O ASKING, HEDGE ISSUE	10/27/14	ROBERT TO SPEAK WITH NEIGHBOR	10/30/14
10/27/14	573-14	ROSHLEAU	186	CORNELIA STREET	NEIGHBOR CUT TREE BRANCHES W/O HIS PERMISSION			
10/24/14	572-14	DAPO	18	COUCH ST. APART. #2	BACK PORCH ROTTED, FELL	10/20/14	BP OBTAINED,	
10/22/14	571-14	ANON	4	SANDLEWOOD WAY	GARBAGE BEING STORED IN CAR			
10/20/14	570-14	KLEPEPR	15	COUCH STREET	SNOW FENCE DOWN, PROPERTY NEEDS TO BE SECURED	10/22/14	CORRECTED	10/22/14
10/16/14	569-14A	BUTTERY		US AVENUE CHAIN LINK FENCE	SIGNS HUNG ARE A MESS, SOME RIPPED.			
10/16/14	569-14	CLEVELAND	55	PROSPECT AVENUE	HAS STUFF STORED IN GARAGE, USING AS STORAGE, ETC.	10/16/14	TRAILER REMOVED, NO FURTHER VIOLATIONS	10/20/14
10/15/14	568-14	CARON	52	SOUTH PLATT ST	LANDLORD NOT FIXING ISSUES NEED TO BE FIXD			
10/6/14	567-14	ANON	54	COUCH STREET	LARGE PILE OF GARBAGE	10/7/14	CORRECTED	10/7/14
10/7/14	566-14	ANON	200	MARGARET STREET	CAR WITH NO LICENSE PLATE	10/7/14	TENANT JUST GOT CAR, PUTTING ON ROAD	10/9/14
10/7/14	565-14	ANON	7	WILLIAMS STREET	GARBAGE	10/9/14	CORRECTED	10/9/14
10/7/14	564-14	ANON	62	COURT STREET	GARBAGE	10/9/14	CORRECTED	10/9/14

DATE RECEIVED	NUMBER	COMPLAINANT LAST NAME	STREET NUMBER	SITE LOCATION STREET NAME	CC COMPLAINT	INSPECTION DATE	CORRECTED	CORRECTION DATE
	563-14		86	OAK STREET	SIDE WIRE NEEDS REPLACING	9/15/14		
08/19/14	562-14	NEPHEW	5052	SOUTH CATHERINE ST.	TALL GRASS	8/19/14	2 WEEK EXTENSION	9/22/14
10/09/14	562-14		49	COGAN AVENUE	METER CAN DETERIORATED	10/9/14		10/30/14
09/18/14	561-14	WHITE	1	COLLEGE AVE. APT. E	MOULD IN BATHROOM	9/24/14	SENT LETTER TO OWNER	9/24/14
10/1/14	560-14	RABIDEAU	32	CHAMPLAIN STREET	FURNITURE ON CITY PROPERTY	10/1/14		
10/6/14	559-14	DOWDLE	CORNER	OAK & CORNELIA	PARKING TAKEN OVER LAWN			
10/6/14	558-14	DOWDLE	51	CLUB ROAD	NEW PORCH WITHOUT HANDRAILS			
10/6/14	557-14	DOWDLE	110	CLUB ROAD	STEPS LAYING ON LAWN		WORK IN PROGRESS, DOESN'T REQ. PERMIT	10/8/14
10/6/14	556-14	DOWDLE	5062	SOUTH CATHERINE ST.	MUCH UNFIN. WORK, DECK SUPPORTS?	10/8/14	HAS VALID PERMIT	10/8/14
10/6/14	555-14	DOWDLE	5078	SOUTH CATHERINE STREET	REPAIRS INCOMPLETE PAST 1-2 YRS.	10/8/14	2 SMALL AREAS REMAIN, CONT. OWNER	10/8/14
10/6/14	554-14	DOWDLE	129-131	BROAD STREET	OVER OCCUPIED, UNCONTAINED GARBAGE	10/6/14	GARBAGE PICKED UP	10/7/14
10/6/14	553-14	DOWDLE	153	BROAD STREET	REAR UPSTAIRS NO DECK OR RAILINGS	10/2/14	NO CORRECTION REQUIRED	10/9/14
10/6/14	552-14	DOWDLE	41	HAMILTON STREET	WORK UNFINISHED, NO HAND/PORCH RAILS	10/6/14	NO CORRECTION REQUIRED	10/6/14
10/6/14	551-14	ANON	BET HELEN&WIL LAIM	COUCH ST	20 BAGS TRASH	10/6/14	CORRECTED	10/7/14
10/6/14	550-14	ANON	6	HELEN STREET	TRASH OVERFLOWING BACK OF BLDG.	10/6/14	CORRECTED	10/8/14
10/3/14	549-14	MCMAHON	45	SAILLY AVENUE	FURNITURE AT CURBSIDE	10/6/14		
10/1/14	548-14	BOUCHARD	349	CORNELIA ST	A FRAME SIGN	10/1/14	CORRECTED	10/1/14
10/2/14	547-14	CUSHING	4927	SO. CATHERINE APT. #4	MOULD			



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

November 4, 2014

Mayor James Calnon
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901
Dear Mayor & Common Council:

I received a request from Councilor O'Connell to evaluate his proposal for alternate side of the street parking on a list of 37 streets. I have eliminated several of the streets either because they are private drives or because parking is currently restricted to one side of the street already. I've evaluated the remaining streets in the proposal and, while the parking restriction is likely to result in some inconvenience to residents, I do not find that alternate side parking will have an adverse effect on public safety or on the safe and efficient flow of traffic. I have therefore, at the request of the Common Council, prepared the attached draft resolution for your consideration.

Best Regards,



Kevin R. Farrington, P.E.
City Engineer

Cc: Desmond Racicot, Chief of Police
Sylvia Parrott, City Clerk
Mike Brodi, Director DPW
Randy Stone, Fire Chief
File

TRAFFIC ZONE DESIGNATION No. 952
November 6, 2014

In accordance with Chapter 253 of the Code of the City of Plattsburgh, New York, the following traffic control zone is hereby established:

ESTABLISH ALTERNATE SIDE PARKING STARTING NOVEMBER 1 OF EACH YEAR
AND ENDING APRIL 1 OF THE FOLLOWING YEAR ON THE FOLLOWING LIST OF
STREETS:

Ash Street
Champlain Street
Durand Street
Grace Avenue
Grant Street
Johnson Avenue
Lafayette Street
Maple Street
McMartin Street
Morrison Avenue
Standish Street

Alternate side parking shall be established such that all vehicles shall be allowed to stand or park on the even numbered side of the street between the hours of 8 AM on the day bearing an even calendar date to 8 AM the following day; and on the odd numbered side of the street between 8 AM on the day bearing an odd numbered calendar date to 8 AM the following day. This parking designation shall be effective starting November 1 of each year and ending on April 1 of the following year.

The establishment of this zone shall become effective upon the erection of the proper signs designating the zone.

All traffic zone designations previously established that are inconsistent with this traffic zone designation are hereby repelled and superseded by this traffic zone designation. All traffic zones established for other purposes that are consistent with this traffic zone designation shall remain in effect.

TRAFFIC ZONE DESIGNATION No. 953
November 6, 2014

In accordance with Chapter 253 of the Code of the City of Plattsburgh and Section 1640 of the New York State Vehicle and Traffic Law the following traffic control zone is hereby established and/or amended.

EXCLUDE TRUCKS, COMMERCIAL VEHICLES, TRACTORS, TRACTOR-TRAILER COMBINATIONS, TRACTOR-SEMITRAILER COMBINATIONS, AND TRACTOR-TRAILER-SEMITRAILER COMBINATIONS FROM HEALEY AVE, KENNEDY AVE, SANDRA AVE, COLLEGE AVE AND COGAN AVE.

Such exclusion shall not be construed to prevent the delivery or pickup of merchandise or other property along the streets listed above.

The establishment of this zone shall become effective upon the erection of the proper signs designating the zone.

All traffic zone designations previously established that are inconsistent with this traffic zone designation are hereby repelled and superseded by this traffic zone designation. All traffic zones established for other purposes that are consistent with this traffic zone designation shall remain in effect.



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

DATE: October 27, 2014
MEMO TO: Mayor Calnon
FROM: Richard Marks
RE: Recreation Department to Rec Complex – Budget Transfer

It is being requested to adjust amounts for the 2014 Budget as follows:

Decrease Appropriation: Recreation – Regular Payroll	1-7020000-1100	\$55,800.00
Increase Appropriation: Transfer – Recreation Complex	1-9515000-9000	\$55,800.00
Increase Estimated Revenue: Inter-fund Rev – General	00002228-2810	\$55,800.00
Decrease Appropriation: Rec Complex – Beach O/T Pay	2-7215000-1200	\$ 1,500.00
Increase Appropriation: Rec Complex – Gym Contract Service	2-7221000-4430	\$12,000.00
Increase Appropriation: Rec Complex – Gym Materials/Supplies	2-7221000-4330	\$ 4,000.00
Increase Appropriation: Rec Complex – Rec Admin Contract Svc	2-7210000-4430	\$10,000.00
Increase Appropriation: Rec Complex – Rec Admin Fees for Svc	2-7210000-4440	\$ 500.00
Increase Appropriation: Rec Complex – Rec Admin Postage	2-7210000-4470	\$ 200.00
Increase Appropriation: Rec Complex – Beach Materials/Supplies	2-7215000-4330	\$ 8,000.00
Increase Appropriation: Rec Complex – Beach Contract Service	2-7215000-4430	\$ 3,000.00
Increase Appropriation: Rec Complex – Beach Temporary Pay	2-7215000-1300	\$ 3,000.00
Increase Appropriation: Rec Complex – Beach Bldg/Gr/Supplies	2-7215000-4340	\$ 1,500.00
Increase Appropriation: Rec Complex – Beach Building Repairs	2-7215000-4451	\$ 300.00
Increase Appropriation: Rec Complex – Crete Ctr. Contract Svc	2-7220000-4430	\$ 7,000.00
Increase Appropriation: Rec Complex – Crete Ctr. Materials/Sup	2-7220000-4330	\$ 7,000.00
Increase Appropriation: Rec Complex – Crete Ctr. Bldg/Gr/Sup	2-7220000-4340	\$ 500.00
Increase Appropriation: Rec Complex – Crete Ctr. Vehicle Repair	2-7220000-4452	\$ 300.00

This request provides for a transfer within the 2014 budget for payment of unbudgeted costs for the Rec Complex Fund in various department accounts with a transfer of \$55,800 from the General Fund Recreation Department regular payroll account that was over budgeted for 2014. The transfer leaves the 2014 General Fund Budget for total appropriations unchanged but it increases the Rec Complex Fund estimated revenues and appropriations by the \$55,800 transfer.

Thank you for your attention to this request.

Cc: Carole Garcia
Steve Peters

[illegible]

WHEREAS there has been proposed a "NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE PLAN DOCUMENT" pursuant to Section 50 3-a of the Workers' Compensation Law (hereinafter the "Plan"); and

WHEREAS the City of Plattsburgh (hereinafter the "City") is eligible for membership in the Plan; and

WHEREAS the City has made an independent investigation of the Plan and reviewed the Plan document, and has concluded that it would be in the interest of the City to participate therein; now, therefore, be it

RESOLVED that the City enter into membership in the Plan pursuant to Section 50 Subdivision 3-a of the Workers' Compensation Law; and be it further

RESOLVED that Mayor James Calnon be and hereby is authorized and instructed to execute the Plan's charter document on behalf of the City; and be it further

RESOLVED that the custody of all joint Plan moneys by the Plan Administrator under the Plan be and the same hereby is approved.

A MOTION was made by (Name) and seconded by (Name) to adopt the above resolution by the Common Council of the City of Plattsburgh at its (Date) meeting.

_____(signature)

***Member Seal**

_____(name/title)

_____(date)

RESOLVED, that the City of Plattsburgh (hereinafter the "City") hereby elects, pursuant to Subdivision 3-a of Section 50 of the Workers' Compensation Law, to become a self-insurer as to Workers' Compensation claims against the City; and be it further

"RESOLVED, that pursuant to Section 50 Subdivision 3-a of said Workers' Compensation Law, notice of such election shall be filed forthwith with the Chairman of the Workers' Compensation Board, Self-Insurance Section; and be it further

"RESOLVED, that this election shall become effective on July 1st, 2014.

A MOTION was made by (Name) and seconded by (Name) to adopt the above resolution by the Common Council of the City of Plattsburgh at its (Date) meeting.

MOTION carried.

_____(signature)

***Member Seal**

_____(name/title)

_____(date)



Plattsburgh Police Department
45 Pine Street
Plattsburgh, New York

518-563-3411
518-566-9000 (FAX)

DESMOND J. RACICOT
Chief of Police

October 29, 2014

Mayor James Calnon
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval to extend the contractual benefits for Officer Richard Tucker for another 12 weeks due to an on the job injury on May 26, 2014. His 12 week period will expire on 11/06/14.

Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot
Plattsburgh Police Department

DJR/hls



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

November 4, 2014

Mayor James Calnon
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901
Dear Mayor & Common Council:

I received a request from Councilor O'Connell to evaluate his proposal for alternate side of the street parking on a list of 37 streets. I have eliminated several of the streets either because they are private drives or because parking is currently restricted to one side of the street already. I've evaluated the remaining streets in the proposal and, while the parking restriction is likely to result in some inconvenience to residents, I do not find that alternate side parking will have an adverse effect on public safety or on the safe and efficient flow of traffic. I have therefore, at the request of the Common Council, prepared the attached draft resolution for your consideration.

Best Regards,



Kevin R. Farrington, P.E.
City Engineer

Cc: Desmond Racicot, Chief of Police
Sylvia Parrott, City Clerk
Mike Brodi, Director DPW
Randy Stone, Fire Chief
File

TRAFFIC ZONE DESIGNATION No. 952
November 6, 2014

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AND ENDING APRIL 1 OF THE FOLLOWING YEAR ON THE FOLLOWING LIST OF
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Champlain Street
Durand Street
Grace Avenue
Grant Street
Johnson Avenue
Lafayette Street
Maple Street
McMartin Street
Morrison Avenue
Standish Street

Alternate side parking shall be established such that all vehicles shall be allowed to stand or park on the even numbered side of the street between the hours of 8 AM on the day bearing an even calendar date to 8 AM the following day; and on the odd numbered side of the street between 8 AM on the day bearing an odd numbered calendar date to 8 AM the following day. This parking designation shall be effective starting November 1 of each year and ending on April 1 of the following year.

The establishment of this zone shall become effective upon the erection of the proper signs designating the zone.

All traffic zone designations previously established that are inconsistent with this traffic zone designation are hereby repelled and superseded by this traffic zone designation. All traffic zones established for other purposes that are consistent with this traffic zone designation shall remain in effect.

Whereas, the safety and security of the residents of the City of Plattsburgh is of the utmost importance to the city council

Whereas, the accessibility of emergency vehicles is an essential part of the response time to assist with the needs of the residents of the city

Whereas, the traffic flow throughout the city is an important part of day to day operations

Whereas snow removal and street cleaning is necessary to enhance the safety and appearance of the city

Therefore, alternate side of the street parking shall mean that all vehicles shall be allowed to stand or park on the even numbered side of the street between the hours of 8 AM on the day bearing an even calendar date to 8 AM the following day; and on the odd numbered side of the street between 8 AM on the day bearing an odd numbered calendar to 8 AM the following day. This resolution will be enforced starting November 1 of each year and end on April 1 of the following year.

The streets affected by this resolution are as follows:

ASH STREET, CHAMPLAIN STREET, DURAND STREET, GRACE AVENUE, GRANT STREET, JOHNSON AVENUE, LAFAYETTE STREET, MAPLE STREET, MCMARTIN, MORRISON AVENUE, STANDISH STREET.

Violations of the alternate side of the street policies are subject to being towed, upon direction of the authority in charge or by the city police department.

****The city wide snow emergency policy will take precedence over the above policy.



Plattsburgh, New York

Richard A. Marks
City Chamberlain

11/6 R.A.
Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

TO: Mayor Calnon and the Common Council

FROM: City Chamberlain's Office

/RAM:cg

DATE: November 3, 2014

RE: Aerial Fire Equipment Reserve 2014 Funding

It is requested that a budget amendment be approved as follows:

- I To authorize the transfer of 2014 SUNY Aerial Fire Equipment \$21,500.00 contribution revenue received in 2014 to the Aerial Fire Equipment Reserve

Decrease Fund Balance, Unreserved	General Fund (1-0908)	\$21,500.00
Increase Aerial Fire Truck Equipment Reserve	General Fund (1-0878)	\$21,500.00

- II To authorize the transfer of 2014 revenue in the amount of \$21,500.00 to the Aerial Fire Equipment Reserve as a match to the 2014 SUNY Contribution

Decrease Fund Balance, Unreserved	General Fund (1-0908)	\$21,500.00
Increase Aerial Fire Equipment Reserve	General Fund (1-0878)	\$21,500.00

These amendments will designate that 2014 SUNY Aerial Fire Equipment contribution and the 2014 City of Plattsburgh matching funds be allocated to the Aerial Fire Equipment Reserve as well as provide the authorization to restrict the reserved cash.

RAM:cg



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

November 3, 2014

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**REF: Request for Permission to Advertise for bids
For Purchase and Installation of Docks,
2 Dock Street, City Marina;
Contract #2013-22**

Dear Mayor Calnon & Councilors:

It is requested that permission be granted to advertise for bids for purchase and installation of docks, Contract #2013-22, "2 Dock Street, City Marina."

Very truly yours,



Kevin R. Farrington, P. E.
City Engineer

/lf

CC: City Clerk
City Chamberlain
Public Works Dept.
Dave Lessor
Dave Brown



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

November 3, 2014


Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**Ref: Durkee Street, ERP Site # E510020
Request for Permission for Mayor
To Sign Agreement with C.T. Male Associates
Engineering, Surveying, Architecture & Landscape
Architecture, D.P.C.**

Dear Mayor Calnon & Councilors:

It is requested that the Common Council authorize the Mayor to sign the attached agreement with **C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, D.P.C., 50 Century Hill Drive, Latham, NY 12110** for a total price not to exceed **\$14,110.00** for post remediation monitoring in accordance with requirements of the State Environmental Restoration Program.

Very truly yours,



Kevin R. Farrington, P. E.
City Engineer

/lf

Att.(1)

CC: City Chamberlain
City Clerk
Dean Schmelher

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com



October 28, 2014

Mr. Kevin Farrington, P.E.
City Engineer
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

Re: Proposal
ERP Requirements
Durkee Street Site, City of Plattsburgh
ERP Site # E510020

Dear Kevin:

As requested, we have prepared this proposal for addressing the requirements set forth in the NYSDEC letter to the Mayor Calnon dated October 9, 2014. As indicated in the letter, two (2) tasks are required to be completed as follows:

1. Conduct a site visit per the NYSDEC approved Site Management Plan (SMP) dated August 2007, and prepare a Site Wide Periodic Review Report summarizing the findings of the visit and certification. Per the approved SMP a groundwater sampling event will be completed. Seven (7) existing monitoring wells will be purged and sampled for Volatile Organic Compounds analysis along the requisite quality assurance/control samples.
2. On the basis of the work performed by C.T. Male Associates leading up to the release of the Record of Decision by the NYSDEC, prepare a Final Engineering Report (FER) using the most recent version of the NYSDEC's FER template. The FER will be signed by a NYS Professional Engineer. As part of the FER, DEC now requires that all laboratory data collected as a function of the project be uploaded to the NYSDEC EQiUS data management system. As the data is relatively old and the laboratory of record has indicated they are not able to convert the data into a format that supports EQiUS, this requirement will not be provided.

C.T. MALE ASSOCIATES

October 28, 2014
Mr. Kevin Farrington
Page - 2

Our budgetary fees for completing each of the above work tasks are presented below.

Site Wide Periodic Review Report/GW Sampling Event

Field Labor:	Budget	\$1,900.00
Lab Services:	11 samples @ \$85/ea.	\$ 935.00
Expenses:	Budget	\$ 275.00
Reporting:	Budget	<u>\$2,300.00</u>
	Subtotal	\$5,410.00

Final Engineering Report

Labor:	Budget	<u>\$8,700.00</u>
	Subtotal	\$8,700.00

Total Project Budget \$14,110.00

If this proposal is acceptable, please review, sign and return the attached Contract Agreement. Once the contract has been signed we will schedule the field work and inform NYSDEC of the same. We anticipate having the work completed before the end of 2014, assuming we are authorized to proceed by November 3rd.

If you have any questions or require any additional information, please contact me at your convenience.

Sincerely,

C.T. MALE ASSOCIATES



Kirk Moline
Managing Geologist

Att. Contract Agreement

C.T. MALE ASSOCIATES

CONTRACT AGREEMENT

Project No.: 00.0011

Agreement made this 28th day of October, 2014, by and between C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE & LANDSCAPE ARCHITECTURE, D.P.C., a Design Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE ASSOCIATES); and THE CITY OF PLATTSBURGH (hereinafter called the CLIENT).

CLIENT and C.T. MALE ASSOCIATES agree as follows:

- A. CLIENT and C. T. MALE ASSOCIATES, for the mutual consideration hereinafter set forth, agree as follows:

C.T. Male Associates will perform an Annual Site Inspection per the Site Management Plan and prepare the Final Engineer Report for the Durkee Street ERP site in the City of Plattsburgh, Clinton County, New York as per our proposal dated October 28, 2014.

- B. CLIENT agrees to pay C. T. MALE ASSOCIATES as compensation for services as follows:

Budgeted Fee of \$14,110.00.

Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.25% compounded monthly (annual rate of 15%) or the highest rate allowable under applicable State law, whichever is higher.

- C. CLIENT shall furnish the following:

Signed Contract Agreement

D. This Agreement, as signed by the CLIENT and/or his/her representative, includes the following Standard Terms and Conditions incorporated herein by this reference.

E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

F. CLIENT shall provide C.T. MALE ASSOCIATES personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that C.T. MALE ASSOCIATES personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

AGREED TO:

CITY OF PLATTSBURGH

41 City Hall Place
Plattsburgh, NY 12901
Phone: (518) 563-7730
Fax: (518)

AGREED TO:

C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE & LANDSCAPE ARCHITECTURE, D.P.C.

50 Century Hill Drive
Latham, NY 12110
Phone: (518) 786-7400
Fax: (518) 786-7299

By: _____ By: _____
(Authorized Signature/Date) (Date)

Title: _____ Title: _____

C.T. MALE ASSOCIATES

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by C.T. MALE ASSOCIATES.

2. **OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES:** All tracings, specifications, computations, survey notes and media files and other original documents as instruments of service are and shall remain the property of C.T. MALE ASSOCIATES unless otherwise provided by law. CLIENT shall not use such items on other projects without C.T. MALE ASSOCIATES' prior written consent. C.T. MALE ASSOCIATES shall not release CLIENT's data without authorization.

3. **LIMITATIONS OF PROBABLE COST ESTIMATES:** Any estimate of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

4. **APPROVAL OF WORK:** The work performed by C.T. MALE ASSOCIATES shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.

5. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of C.T. MALE ASSOCIATES under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove C.T. MALE ASSOCIATES' work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of C.T. MALE ASSOCIATES' work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond C.T. MALE ASSOCIATES' reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of C.T. MALE ASSOCIATES as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, C.T. MALE ASSOCIATES shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay C.T. MALE ASSOCIATES within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, C.T. MALE ASSOCIATES, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of C.T. MALE ASSOCIATES in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold C.T. MALE ASSOCIATES harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by C.T. MALE ASSOCIATES or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by C.T. MALE ASSOCIATES' own negligence.

8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.

9. **REPLACEMENT OF SURVEY STAKES:** C.T. MALE ASSOCIATES, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.

10. **MAPPING:** Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW", or "OBSCURED AREA". C.T. MALE ASSOCIATES cannot certify as to the accuracies within these areas. Field verification of such area(s) must be undertaken and is not included within the scope of this Agreement unless explicitly stated.

11. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of C.T. MALE ASSOCIATES' field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE ASSOCIATES' intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of C.T. MALE ASSOCIATES' field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of C.T. MALE ASSOCIATES' field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that C.T. MALE ASSOCIATES will not be responsible for job or site safety on the project.

12. **RESTRICTIONS ON USE OF REPORTS:** It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.

13. **RISK ALLOCATION:** The CLIENT agrees that C.T. MALE ASSOCIATES' liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of \$25,000.00 or C.T. MALE ASSOCIATES' total fee for services rendered on the project.

14. **CLIENT RESPONSIBILITIES:** CLIENT shall be responsible for providing all reasonable assistance required by C.T. MALE ASSOCIATES in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, CLIENT will provide the following:

Reasonable ingress to and egress from the Site by C.T. MALE ASSOCIATES and/or its subcontractors and their respective personnel and equipment.

Clean, secure, and unobstructed space and areas at the Site for C.T. MALE ASSOCIATES equipment and vehicles or those of C.T. MALE ASSOCIATES' subcontractors.

Information in the possession of CLIENT (including, without limitation, facility and/or Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above ground at the Site that pertain to the stated scope of work or are necessary to assist C.T. MALE ASSOCIATES in performing Services and/or to successfully carry out the project.

Prior to any boring, drilling, and/or excavation work being commenced by C.T. MALE ASSOCIATES, the specific location(s) of such work will be provided to CLIENT. Prior to any boring, drilling, excavation or other intrusive subsurface activities on the Site, CLIENT or CLIENT'S representative shall identify any private and public subsurface obstruction or utility that CLIENT or its representative knows or believes to exist at the Site. C.T. MALE ASSOCIATES, at its discretion, may contact the local public utility locator and, if agreed by CLIENT, a private utility locator to determine the existence and location of subsurface obstruction or utilities. CLIENT or CLIENT'S representative will provide C.T. MALE ASSOCIATES with prior approval of each location where C.T. MALE ASSOCIATES will carry-out any intrusive activity on the Site. CLIENT agrees that if C.T. MALE ASSOCIATES or its subcontractor causes damage to a subsurface obstruction or utility that was not properly identified by CLIENT, or marked by the public utility locator or private utility locator, if any, the CLIENT shall indemnify, defend and hold harmless C.T. MALE ASSOCIATES, its officers, directors, employees and independent contractors from and against any and all claims, costs, fines, or other liability arising out of, or in connection with any damage to any such subsurface obstruction or utilities, except to the extent such claims, costs, fines, or other liability are caused by C.T. MALE ASSOCIATES' negligence or willful misconduct.

15. **CONTROLLING LAWS:** This Agreement is to be governed by the laws of the State of New York.

16. **INSURANCE:** C.T. MALE ASSOCIATES shall procure and maintain throughout the period of this Agreement, at C.T. MALE ASSOCIATES' own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. C.T. MALE ASSOCIATES shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

17. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor C.T. MALE ASSOCIATES shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

18. **MEDIATION:** CLIENT and C.T. MALE ASSOCIATES agree to make every effort to resolve all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this agreement through mediation. The parties further agree that the CLIENT will require, as a condition for participation

C.T. MALE ASSOCIATES

in the project and their agreement to perform labor or services that all contractors, subcontractors, subcontractors and material-persons, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties shall agree to this procedure.

19. EQUAL EMPLOYMENT OPPORTUNITY: C.T. MALE ASSOCIATES is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1.

20. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested.



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

November 3, 2014

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, N.Y. 12901

**REF: Recommendation of Award for
"Soil Borings for Underground Projects;"
Contract #2014-31**

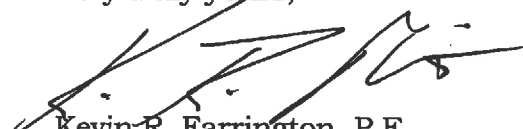
Dear Mayor Calnon & Councilors:

We received and opened proposals on October 28, 2014 for "Soil Borings for Underground Projects." Three proposals were received and are attached for your reference.

It is recommended that a contract be awarded to **Anortho Environmental Consulting Service, Inc. 28 Cogan Avenue, Plattsburgh, NY 12901** for the quoted lump sum price of **\$12,800.00**

Funding will be from the **2014 Street Resurfacing Capital Project (H5110.44).**

Very truly yours,

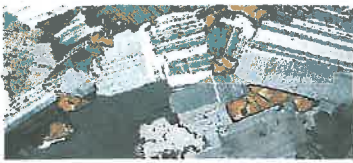


Kevin R. Farrington, P.E.
City Engineer

/lf

Attach.(1)

CC: City Clerk
City Chamberlain
Public Works Dept.



ANORTHO Environmental Consulting Services, LLC

28 Cogan Avenue, Plattsburgh, NY 12901

ANORTHOECS@gmail.com

518.569.6488

October 27, 2014

Mr. Kevin Farrington, P.E.
City Engineer
Engineering & Planning Dept.
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

*RE: REQUEST FOR PROPOSAL
"SOIL BORINGS FOR UNDERGROUND UTILITY PROJECTS"
CONTRACT #2014-31*

Dear Mr. Farrington:

ANORTHO Environmental Consulting Services, LLC (AECS) is pleased to present this proposal to the City of Plattsburgh (*Client*) for conducting Soil Borings in the following locations and under the described scope of work:

- A. Cogan Avenue (Park – Cornelia): Six 3 Ft. Deep Borings; One 10 Ft. Deep Boring
- B. Mason Street (Prospect – Dead End): Three 3 Ft. Deep Borings
- C. University Ave. (Beekman – Dead End): Three 3 Ft. Deep Borings
- D. Bridge Street (Peru – MacDonough): Four 3 Ft. Deep Borings; One 10' Deep Boring
- E. Lorraine Street (Miller – Cumberland): Six 3 Ft. Deep Borings
- F. Ollivetti Street (Rugar – Park): Six 3 Ft. Deep Borings
- G. Stetson Avenue (Montcalm – N. Catherine): Two 3 Ft. Deep Borings
- H. S. Peru Street (S. Catherine – Sharron): Six 3 Ft. Deep Borings; Two 10 Ft. Deep Borings
- I. Hamilton Street (MacDonough – Jay): Three 3 Ft. Deep Borings; One 10 Ft. Deep Boring
- J. Club Road (Hamilton – President): Four 3 Ft. Deep Borings
- K. Ft. Brown Lane (Byrne – Club): Five 3 Ft. Deep Borings
- L. Palmer Street (Elm – Bailey): Six 3 Ft. Deep Borings
- M. Beekman Street (Stratton – Bailey): Three 10 Ft. Deep Borings

SCOPE OF WORK PROVIDED BY AECS

- Auger bore holes to the required depth below the existing ground surface with continuous sampling. Standard penetration testing will be performed continuously during boring.
- Furnish the Client with an electronic copy of the log boring table in Excel Format providing:

- (a) Soil classification in accordance with *ASTM D2487 Practice for Classification of Soils (Unified Soil Classification System)*
- (b) The blow count for 6" depth on 2" O.D. split spoon sampler using 140 lb. weight falling 30". Perform "Standard Penetration Testing" in accordance with *ASTMD 1586-99 – Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils*.
- (c) Groundwater observation.

- Provide traffic control using one flag person, signs, cones, and barricades.
- Provide bituminous "cold patch" to backfill drill holes in pavement along with auger cuttings.
- Provide proof of insurance in accordance with the project requirements.

SCOPE OF WORK PROVIDED BY CLIENT

- Boring locations.
- Right of entry of the employees, agents, or subcontractors of *AECS* to perform and complete the proposed scope of work.
- Underground utility operator clearances.
- Any other necessary permits required to complete the proposed scope of work.

TERMS AND CONDITIONS

- The Client does not anticipate that contaminated soils and/or groundwater will be encountered so this proposal does not include environmental services.
- One (1) day is defined as 8 hours.
- Any standby time necessitated by delays caused by the *Client* or others will accrue a charge of \$275.00/hour.
- Prevailing Wage Rates shall be paid to all persons employed directly on the work site.
- All work is to be completed within 30 days of "Notice to Proceed" unless delayed by the "*Client*".
- One (1) lump sum payment will be made by the Client within thirty (30) days after completion and acceptance of the work and application for payment. Unpaid invoices will be subject to an interest penalty of two (2) percent of the unpaid balance per month.
- *AECS* will perform the Scope of Work associated with this "Soil Borings For underground Utility Projects-Contract #2104-31 for a cost of **\$12,800.00**.

- If you are in agreement with the above proposal, please sign, date, and return the attached form or issue an equivalent contract document.

Sincerely,

ANORTHO Environmental Consulting Services, LLC



Marcia G. Wolosz
Environmental Hydrogeologist

I (or my authorized agent) accept this proposal for the *Scope of Work* related to performing *City of Plattsburgh, NY "Soil Borings For Underground Utility Projects" Contract #2104-31*

NAME (PRINT):

COMPANY:

SIGNATURE:

DATE:

TELEPHONE/EMAIL:

October 27, 2014

Kevin R. Farrington, City Engineer
Engineering & Planning Department
41 City Hall Place
Plattsburgh, New York 12901

**RE: Proposal for Soil Borings for underground
Utility Projects**

Dear Mr. Farrington:

Please find below a cost proposal for Geotechnical Services with respect to the above referenced project as outlined in the October 09, 2014 RFP as prepared by your office:

Conduct fifty four (54) borings with continuous standard penetration testing to a depth of 3 feet and eight (8) to a depth of 10 feet. Cost includes preparation of boring logs including all mobilization, equipment, labor, site restoration and traffic control.

Geotechnical Analysis & Report	Qty.	Unit Price	Total
Mobilization & Demobilization	L.S.	875.00	875.00
Overburden Drilling w/ SPT	6 Days	1,900.00	11,400.00
Per Diem	5 Days	200.00	1,000.00
Traffic Control	6 Days	775.00	4,650.00
Site Restoration	62 ea.	30.00	1,860.00
Total			19,807.00

We thank you for the opportunity to provide you with this quote. If you have any further questions, please feel free to contact our office.

Respectfully submitted,



Aaron J. Ovios, P.E.



ATLANTIC TESTING LABORATORIES

WBE certified company

October 27, 2014

Plattsburgh Engineering & Planning Department
41 City Hall Place
Plattsburgh, New York 12901

Canton
6431 U.S. Highway 11
P.O. Box 29
Canton, NY 13617
315-386-4578 (T)
atlantictesting.com

Telephone: 518-563-7730
Facsimile: 518-563-3645

Attn: Mr. Kevin R. Farrington, PE
City Engineer

Re: Subsurface Investigation Services
Proposed Street Improvements
Plattsburgh, Clinton County, New York
ATL No. CD998-436-10-14

Ladies/Gentlemen:

In accordance with the written request for proposal, October 9, 2014, the following items are attached for the referenced services.

- ♦ AGREEMENT for Subsurface Investigation Services
- ♦ EXHIBIT A - Scope of Services
- ♦ EXHIBIT B - Fee Schedule

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

Atlantic Testing Laboratories, Limited (ATL) will initiate the Scope of Services described in EXHIBIT A, in accordance with the Fee Schedule listed in EXHIBIT B, upon the return of two original executed AGREEMENTS with exhibits to:

**Atlantic Testing Laboratories, Limited
Contracts Department
PO Box 29
6431 US Highway 11
Canton, New York 13617**

One original countersigned AGREEMENT will be returned to your office.

It is ATL's understanding that NYS prevailing wages are applicable for this project. The unit fees are based on the applicable prevailing wage rates.

Thank you for the opportunity to submit a proposal for the referenced services. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Aaron D. Woods, IE
Engineer

ADW/TJG/ajd

Attachments

Albany ♦ Binghamton ♦ Elmira ♦ Plattsburgh ♦ Poughkeepsie ♦ Rochester ♦ Syracuse ♦ Utica ♦ Watertown

AGREEMENT
FOR SUBSURFACE INVESTIGATION SERVICES

This AGREEMENT is by and between

Plattsburgh Engineering & Planning Department
41 City Hall Place
Plattsburgh, New York 12901

Herein referred to as CLIENT and

Atlantic Testing Laboratories, Limited
PO Box 29
6431 US Highway 11
Canton, New York 13617

Herein referred to as ATL, who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this document retains ATL to provide Subsurface Investigation Services associated with CLIENT's project, herein referred to as the PROJECT, and described as follows:

Proposed Street Improvements
Plattsburgh, Clinton County, New York

This AGREEMENT represents the entire and integrated AGREEMENT between CLIENT and ATL and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

- B. **SERVICES:** ATL shall provide Subsurface Investigation Services for the PROJECT in accordance with the Scope of Services described in EXHIBIT A, attached hereto and made part of this AGREEMENT, and in accordance with the Terms and Conditions in Item F below.
- C. **FEES:** All services provided on the PROJECT will be invoiced in accordance with the Fee Schedule in EXHIBIT B, attached hereto and made part of this AGREEMENT.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the fees in EXHIBIT B and the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until **January 31, 2015**, unless terminated earlier by mutual agreement or as described hereinafter. This AGREEMENT may be extended beyond the aforementioned date only by written agreement between CLIENT and ATL.
- F. **TERMS AND CONDITIONS:**

1. DEFINITIONS

OWNER – Entity that possesses ownership rights and control over the PROJECT.

CLIENT - The public body or authority, corporation, association, firm, or person with whom ATL has entered into this AGREEMENT for services to be provided.

ATL - Atlantic Testing Laboratories, Limited, with Corporate Offices located at PO Box 29, 6431 US Highway 11, Canton, New York 13617. The firm retained to provide services as stated in this AGREEMENT.

2. RIGHT OF ENTRY

CLIENT will provide for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services contained in EXHIBIT A of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. JOBSITE ACTIVITIES

ATL will be responsible for providing services consistent with the Scope of Services contained in EXHIBIT A of this AGREEMENT. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or safety in, on, or about the jobsite.

4. HEALTH AND SAFETY

The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to ATL safety requirements while within the exclusion zone work area established by ATL.

5. OWNERSHIP AND REUSE OF DOCUMENTS

All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to ownership and use of ATL's instruments of service for any purpose.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times upon request and for the cost of retrieval and reproduction.

6. SUCCESSORS AND ASSIGNS

CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7. LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective

shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from any acts by the OWNER, or CLIENT, as the OWNER'S representative, and any agents, staff, contractors, or other consultants.

ATL will be responsible only for the instruments of service furnished by it, but shall not be responsible for the interpretation and/or misuse by others of the information developed. CLIENT agrees to indemnify and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

Relevant to ATL services provided under this agreement, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

8. INDEMNITY

To the fullest extent permitted by law, CLIENT agrees to indemnify and hold harmless ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders from and against all liability claims, damages, losses, and expenses, direct and indirect, or consequential damages, including, but not limited to, attorney/court/arbitration costs, arising out of or resulting from the acts, errors, or omissions by CLIENT, its staff, contractors, or other consultants employed by CLIENT. The indemnification agreement will survive the termination or expiration of this AGREEMENT.

9. STANDARD OF CARE

Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

In accepting reports of observations, tests, photographs, and opinions provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such data, which shall not be solely used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

10. HAZARDOUS WASTES

CLIENT shall advise ATL of any hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what

CLIENT advised ATL, CLIENT and ATL agree that the Scope of Services, schedule, and fees shall be adjusted as needed to complete the work.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER'S representative, is responsible for providing notification to the proper authorities.

The ownership of and responsibility for all contaminated materials, hazardous materials, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with CLIENT.

11. HIDDEN CONDITIONS

A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL shall notify CLIENT and CLIENT shall be responsible for all costs associated with the investigation of such a condition. ATL shall not be responsible for any costs resulting from hidden conditions.

12. INSURANCE

ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including those for certain claims arising from the discharge, dispersal, release, or escape of pollutants. CLIENT agrees to defend, indemnify, and hold ATL and its employees or agents harmless for and against all claims, causes of action, suits, proceedings, damages, losses, and expenses, including third party claims or actions, arising from ATL's work for CLIENT under this AGREEMENT that falls within the scope of any exclusion from ATL's liability or property damage insurance policies.

13. DISPUTE RESOLUTION

In the event of a dispute between CLIENT and ATL, the parties agree to negotiate in good faith, having such written and oral communications as are appropriate, in an attempt to resolve said dispute. Disputes not resolved through a good faith effort, shall be submitted to non-binding mediation, prior to each party's right to initiate litigation.

In the event a dispute arising out of or relating to performance of services results in legal action, the parties agree that if ATL is the prevailing party, it shall be entitled to recover all costs incurred with respect to the claim, including reasonable attorney's fees, court costs, and other claim-related expenses.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. TERMINATION

ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT and deliver any instruments of service at that time to CLIENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Upon termination for convenience or without cause, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. DELAY

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, consultants, agents, and employees for or on the account of, any stoppage or delay in the work that is the subject of this AGREEMENT.

In the event of suspension, or delay for more than three months, ATL may elect to finalize all data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. GOVERNING LAW AND VENUE

This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

The preceding Declarations, Services, Fees, Payment Terms, and Terms and Conditions are hereby accepted and agreed upon.

ISSUED BY:

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

**Plattsburgh Engineering & Planning
Department**

Signature

Signature

Marijean B. Remington, CEO
Printed Name and Title

Printed Name and Title,
Its Duly Authorized Representative

Date

Date

EXHIBIT A

SCOPE OF SERVICES

Proposed Street Improvements, Plattsburgh, New York

Based on information provided to ATL by Plattsburgh Engineering & Planning Department, it is our understanding that the project consists of performing Subsurface Investigation Services for proposed street improvements in Plattsburgh, New York.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following general Scope of Services.

It is understood and accepted by CLIENT that subsurface exploration involves the use of intrusive drilling and sampling methods. Such methods typically require access for heavy equipment that may damage or alter the site topography, including sensitive landscape and pavement surfaces. ATL will take reasonable precautions to minimize and limit potential damage to the site while accessing locations and performing the work. Restoration of the site to its preexisting state will not be performed by ATL, unless specifically provided for in this Scope of Services or through a written addendum mutually signed by authorized representatives of ATL and CLIENT.

Professional Engineering and Project Principal services, required to perform the Scope of Services outlined below, will be provided by ATL Engineering, P.C.

A. ATL will provide the following field services:

1. Coordinate an underground utility clearance using a public utility locating service such as Dig Safely New York. The CLIENT or OWNER shall be responsible to provide information regarding private buried and overhead site utilities not managed by public utility sources. ATL shall take reasonable precautions to avoid damage to subsurface utilities and structures that have been properly identified and marked. ATL shall not be responsible for damage to subsurface utilities and structures that are not correctly identified or marked during the public underground utility clearance, and/or damage to private subsurface utilities and structures resultant from incorrect information provided by the CLIENT or OWNER.

Completion of an underground utility clearance requires a minimum of three business days, in accordance with Dig Safely New York policy.

2. Mobilize and demobilize the following:
 - ♦ Two-person drill crew
 - ♦ Truck-mounted drill rig
3. Provide maintenance and protection of traffic (flag person, signs, and cones).
4. Advance 54 pavement borings to an estimated depth of 3 feet or to practical refusal, whichever is less.
5. Advance 8 pavement borings to an estimated depth of 10 feet or to practical refusal, whichever is less.
6. Perform soil sampling and Standard Penetration Testing (SPT), using a 2-inch OD split spoon sampler, in accordance with ASTM D 1586: *"Standard Test Method for Standard Penetration Test (SPT) and Split Barrel Sampling of Soils,"* continuously to boring termination.

7. Backfill borings upon project completion with on-site material. The boreholes will be restored at the surface grade to generally correspond with existing conditions (i.e., soil, asphalt cold patch, concrete). CLIENT will be responsible for monitoring backfilled locations for settlement and condition of surface restoration. ATL assumes no liability for borehole settlement and makes no warranties or guarantees, express or implied, related to surface restoration.
8. Perform visual classification of the soil and/or rock samples in the laboratory in accordance with ASTM D 2488: *"Standard Practice for Description and Identification of Soils (Visual-Manual Method)."*

B. ATL will provide the following reporting services:

1. Prepare a Letter Report to include the following:
 - ♦ Computer-generated soil boring logs with laboratory soil/rock classifications, subsurface stratigraphy, SPT observations, and groundwater observations
2. Distribute reports as directed by CLIENT. Reports will be distributed to CLIENT by email, unless otherwise directed.

C. CLIENT will be responsible for the following:

1. Stake the location and obtain the ground elevation for each boring. Provide ATL with boring locations, elevations, and boring location plan prior to commencing field work.
2. Provide appropriate access for the proposed equipment to each boring location, including snow removal and clearing as necessary.
3. Obtain any required permits and permissions for site access.

NOTES TO THE SCOPE OF SERVICES

Untested portions of soil, rock, and/or boring samples will be discarded 6 months after completion of the testing, unless directed otherwise.

EXHIBIT B

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
ATL SERVICES			
Mobilization/Demobilization			
Truck- or Trailer-Mounted Drill Rig with a Two-Person Drill Crew	1	\$ 660.00 Lump Sum	\$660.00
Support Services			
Underground Utility Clearance	1	\$ 110.00 Lump Sum	110.00
Maintenance and Protection of Traffic	5	\$ 1,400.00 /Day	7,000.00
Soil Borings			
Shallow Boring (≤10 feet)	62	\$ 200.00 /Boring	12,400.00
Laboratory Testing			
ASTM D 2488: Unified Soil Classification - Visual Analysis	148	\$ 5.00 /Test	740.00
Report Preparation			
Prepare Computer Generated Soil Boring Logs	1	\$ 660.00 Lump Sum	660.00
Technical Personnel			
Geotechnical Engineer Office (additional services)	—	\$ 90.00 /Hour	If Requested
Drilling Manager/Project Manager	1	\$ 90.00 /Hour	90.00
Miscellaneous			
Standby Time Includes time delays uncontrolled by ATL	—	\$ 310.00 /Hour	If Required
Estimated Cost			\$21,660.00

NOTES TO THE FEE SCHEDULE

Unit Fee invoices will be based on the unit fees and the actual services rendered, and may vary from the Total Estimated Cost. Lump Sum invoices will be based on the Lump Sum Fee.

It is ATL's understanding that NYS prevailing wages are applicable for this project. The unit fees are based on the applicable prevailing wage rates.



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

November 3, 2014

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, N.Y. 12901

**REF: Recommendation of Award for
"Survey for City Streets & Properties;"
Contract #2014-32**

Dear Mayor Calnon & Councilors:

We received and opened proposals on October 28, 2014 for "Survey for City Streets." Three proposals were received and are attached for your reference.

It is recommended that a contract be awarded to **Robert Sutherland, P.C. 11 MacDonough Street, Plattsburgh, NY 12901** for the quoted price of **\$4,480.00** to survey Sanborn Avenue and for the quoted price of **\$7,880.00** to survey South Peru Street. In addition it is recommended that a contract be awarded to **Machabee Land Survey, P.O. Box 2541, Plattsburgh, NY 12901** for the quoted price of **\$3,150.00** to survey Hamilton Street.

Funding will be from the **2014 Street Resurfacing Capital Project (H5110.44)**.

Very truly yours,



Kevin R. Farrington, P.E.
City Engineer

/lf

Attach.(1)

CC: City Clerk
City Chamberlain
Public Works Dept.

BID TABULATION

Page 1

CONTRACT NO. 2014-32: SURVEY FOR CITY STREETS PROPERTIES

	Location	Machabee Land Survey	RMS	Bernier Carr & Assoc.	
1	Sanborn Avenue	\$4,880	\$4,480	\$8,055	
2	South Peru Street	\$8,785	\$7,880	\$15,075	
3	Hamilton Street	\$3,150	\$3,280	\$5,400	
Total		\$16,815.00	\$15,640.00	\$28,530.00	

COMPARISON SECTION: Base Bid

PROPOSAL FORM

PREPARATION OF SURVEY FOR CITY STREETS

CONTRACT #2014-32

SUBMIT TO: Engineering & Planning Department
41 City Hall Place
Plattsburgh, NY 12901

PROPOSAL DATE: 10:00A.M. Tuesday, October 28, 2014

The undersigned has examined the City of Plattsburgh, N.Y. "Request for Proposals," for the preparation of surveys of the below listed streets and properties and offers to furnish all labor, supplies, material, equipment and insurance to perform the work at each location for the following individual Lump Sum Prices:

<u>LOCATION</u>	<u>TO</u>	<u>FROM</u>	<u>PRICE</u>
Sandborn Avenue	Park Ave.	Broad St.	\$4,880
South Peru Street	S. Catherine St	Sharron Ave.	\$8,785
Hamilton Street	MacDonough St.	Jay St.	\$3,150
TOTAL:			\$16,815

Addendum No. 1 Acknowledgment: _____

NAME OF FIRM: MACHABEE LAND SURVEYING

AUTHORIZED REPRESENTATIVE: 

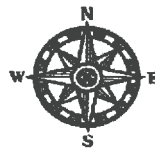
ADDRESS: P.O. Box 2541

CITY & STATE: PLATTSBURGH NY ZIP: 12901

TELEPHONE #: 518-578-7840 FAX # _____

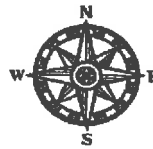
DATE: OCTOBER 27, 2014

Attachment: Non-Collusive Bid Certificate



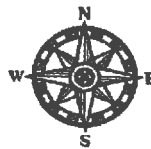
Machabee Land Surveying
P.O. Box 2541
Plattsburgh NY 12901
www.mlsurvey.com

Hourly Rate Schedule			
A. Survey of Sanborn Ave. from Park Ave. to Broad St. (995')			
	Office Hours	Fieldwork Hours	Task Total
Staff Hourly Rates	\$50.00	\$80.00	
TASK			
1.0: Boundary Survey R.O.W			
1.1 Collect title data	3		
1.2 Field work to locate monuments		2	
1.3 Boundary determination	2		
1.4 Tie in to State Plane Coordinate System	3	2	
Task Fee	\$400.00	\$320.00	\$720.00
2.0: Survey control baseline			
2.1 Install PK nails at 50 ft stations		6	
2.2 Swing ties at beginning and end, and all angle points		1	
Task Fee	\$ -	\$560.00	\$560.00
3.0: Benchmarks at beginning and end of project			
Task Fee		\$80.00	\$80.00
4.0, 5.0, 7.0, 8.0, 9.0, 10.0 : Locate all features			
Task Fee	\$ -	\$1,920.00	\$1,920.00
11.0: Mapping Cross Sections			
Task Fee	\$800.00	\$ -	\$800.00
11.0: Site Plan with centerline profile underneath			
Task Fee	\$800.00	\$ -	\$800.00
12.0: Furnish disc/deliverables			
Task Fee	\$ -	\$ -	\$0.00
Total Hours	32	32	
Reimbursable Expenses:			
Photocopies, prints, etc.			\$25.00
Total			\$4,880.00



Machabee Land Surveying
P.O. Box 2541
Plattsburgh NY 12901
www.mlsurvey.com

Hourly Rate Schedule			
B. Survey of South Peru Street South Catherine St. to Sharron Ave. (1,675')			
	Office Hours	Fieldwork Hours	Task Total
Staff Hourly Rates	\$50.00	\$80.00	
TASK			
1.0: Boundary Survey R.O.W			
1.1 Collect title data	4		
1.2 Field work to locate monuments		5	
1.3 Boundary determination	4		
1.4 Tie in to State Plane Coordinate System	4	4	
Task Fee	\$600.00	\$720.00	\$1,320.00
2.0: Survey control baseline			
2.1 Install PK nails at 50 ft stations		8	
2.2 Swing ties at beginning and end, and all angle points		2	
Task Fee	\$ -	\$800.00	\$800.00
3.0: Benchmarks at beginning and end of project		8	
Task Fee		\$640.00	\$640.00
4.0, 6.0, 7.0, 8.0, 9.0, 10.0 : Locate all features		40	
Task Fee	\$ -	\$3,200.00	\$3,200.00
11.0: Mapping Cross Sections	16		
Task Fee	\$800.00	\$ -	\$800.00
11.0: Site Plan with centerline profile underneath	40		
Task Fee	\$2,000.00	\$ -	\$2,000.00
12.0: Furnish disc/deliverables			
Task Fee	\$ -	\$ -	\$0.00
Total Hours	52	67	
Reimbursable Expenses:			
Photocopies, prints, etc.			\$25.00
Total			\$8,785.00



Machabee Land Surveying
P.O. Box 2541
Plattsburgh NY 12901
www.mlsurvey.com

Hourly Rate Schedule			
C. Survey of Hamilton Street from MacDonough St. to Jay St. (600')			
	Office Hours	Fieldwork Hours	Task Total
Staff Hourly Rates	\$50.00	\$80.00	
TASK			
1.0: Boundary Survey R.O.W			
1.1 Collect title data	3		
1.2 Field work to locate monuments		1	
1.3 Boundary determination	2		
1.4 Tie in to State Plane Coordinate System	2	2	
Task Fee	\$350.00	\$240.00	\$590.00
2.0: Survey control baseline			
2.1 Install PK nails at 50 ft stations		5	
2.2 Swing ties at beginning and end, and all angle points			
Task Fee	\$ -	\$400.00	\$400.00
3.0: Benchmarks at beginning and end of project			
Task Fee		\$80.00	\$80.00
4.0, 5.0, 7.0, 8.0, 9.0, 10.0 : Locate all features			
Task Fee	\$ -	\$1,280.00	\$1,280.00
11.0: Mapping Cross Sections			
Task Fee	\$400.00	\$ -	\$400.00
11.0: Site Plan with centerline profile underneath			
Task Fee	\$400.00	\$ -	\$400.00
12.0: Furnish disc/deliverables			
Task Fee	\$ -	\$ -	\$0.00
Total Hours	16	22	
Reimbursable Expenses:			
Photocopies, prints, etc.			\$25.00
Total			\$3,150.00

**PROPOSAL**

October 21, 2014

Kevin R. Farrington, P.E.
City Engineer, City of Plattsburgh
41 City Hall Place
Plattsburgh, New York 12901

Re: Survey for City Streets
& Properties;
Contract #2014-32

Dear Mr. Farrington:

Please find below a cost estimate for required survey and drafting services for those portions of the following;

- A. Sandborn Avenue- from Park Avenue to Broad Street
- B. South Peru Street- from S. Catherine Street to Sharron Avenue
- C. Hamilton Street- from MacDonough Street to Jay Street

This estimate is based on providing the necessary surveying and drafting services as discussed in the City of Plattsburgh's Request For Proposal (RFP) dated October 9, 2014 for Contract # 2014-32. This proposal is based upon a maximum total cost with an hourly rate schedule and an estimate of the number of hours required for performing the necessary services.

The hourly rate schedule for the various personnel classifications and the estimated time involved for each classification are as follows:

Contract (A) – Sandborn Avenue

Classification	Hourly Rates	Estimated Time	Costs
Licensed Land Surveyor	\$ 100.00	6 Hours	\$ 600.00
2 – Man Survey Crew	\$ 225.00	14 Hours	\$ 3,150.00
Draftsman	\$ 50.00	14 Hours	\$ 700.00
Secretarial	\$ 30.00	1 Hour	\$ 30.00

Maximum Total Cost = \$ 4,480.00

Contract (B) – South Peru Street

Classification	Hourly Rates	Estimated Time	Costs
Licensed Land Surveyor	\$ 100.00	8 Hours	\$ 800.00
2 – Man Survey Crew	\$ 225.00	26 Hours	\$ 5,850.00
Draftsman	\$ 50.00	24 Hours	\$ 1,200.00
Secretarial	\$ 30.00	1 Hour	\$ 30.00

Maximum Total Cost = \$ 7,880.00

Contract (C) – Hamilton Street

Classification	Hourly Rates	Estimated Time	Costs
Licensed Land Surveyor	\$ 100.00	4 Hours	\$ 400.00
2 – Man Survey Crew	\$ 225.00	10 Hours	\$ 2,250.00
Draftsman	\$ 50.00	12 Hours	\$ 600.00
Secretarial	\$ 30.00	1 Hour	\$ 30.00

Maximum Total Cost = \$ 3,280.00

Thank you for the opportunity to provide a proposal for professional services on the above referenced contract. If you have any questions to any of the above, please do not hesitate to call.

Respectfully submitted,



Jeffrey Burns, P.L.S.



Plattsburgh, New York

October 9, 2014

To Whom This May Concern

**Ref: Request for Proposal;
Preparation of "Survey for
City Streets & Properties;"
Contract #2014-32**

Gentlemen:

The City of Plattsburgh, NY requests a proposal from your firm for survey of the following streets scheduled for reconstruction in 2015:

Street Name	From	To
A. Sandborn Avenue	Park Avenue	Broad Street
B. South Peru Street	S. Catherine St.	Sharron Avenue
C. Hamilton Street	MacDonough St.	Jay Street

Written proposals will be received up to **10:00 A.M., Tuesday, October 28, 2014** by the Engineering Department, 41 City Hall Place, Plattsburgh, NY 12901 and opened at that time. The envelope containing your proposal should be clearly marked **"Proposal for Survey of City Street, Contract #2014-32."** Contract award will be made on the basis of the lowest qualified proposal.

We request you provide the following:

- (1) Perform a boundary survey to locate the bounds of the street right-of-way and indicate the boundaries by bearing and distance on the site plan referencing existing and set survey monuments to sufficiently designate the property lines. Survey points shall be located using the State Plane Coordinate System, East Zone, NAD 83, Vertical datum shall be NAVD 88.
- (2) Establish a survey control baseline in the centerline of the existing right-of-way. Provide baseline ties at beginning and end of each area and at all horizontal alignment changes in the baseline. Reference each baseline to intersecting street baselines. Determine and plot centerline profile based on elevations to the nearest hundredth of a foot at 50' intervals, intermediate points

RFP 2014-32
From: K. Farrington, PE, City Eng.
Date: Oct. 9, 2014
Ref: Survey Proposal
Page 2

as appropriate and any abrupt changes, set P.K. nails in pavement at every 50' station.

- (3) Use datum of U.S. Geological Survey as described in paragraph 1 and provide benchmarks at the ends of the work area and any intermediate benchmarks used in the transfer.
- (4) Locate all existing buildings fronting on said streets with street addresses. Locate existing structures, mail boxes, fences, trees, signs and legend, etc., on each street, 75' each side of the right-of-way centerline. Dimension to the nearest hundredth of a foot the distance from centerline to the face of all objects, such as tress, utility poles, hydrants, etc. within 25 feet of centerline. Dimensions shall be frozen on the layer control & not be plotted on the site plan.
- (5) Indicate type and locate all curbs and sidewalks within the work areas. Indicate surface type (concrete asphalt, topsoil/seed, landscaped areas, etc.) and limits within work area. All points located for the purpose of plotting (curb PC, PT, midpoint, sidewalk intersection, etc.) shall be accompanied by an elevation to the hundredth of a foot. Said elevations shall be "frozen" on the layer control and not be plotted on site plan.
- (6) Contact UFPO for layout of all underground utility operators to ensure accuracy for location purposes.
- (7) Locate all sewer lines, water lines, laterals, electric lines, light poles, gas lines, telephone lines (above & below grade), and storm sewers including appurtenances (valves, hydrants, manholes, (station, offset), catch basins, switch gears, transformers, junction boxes, etc.) within the work area. Provide rim and invert elevations and type of structures. NOTE: The City of Plattsburgh will provide a copy of the water and sewer maps currently existing for the area at no charge for use as a general information guide in preparation of the survey. All locations, pipe sizes, pipe material and type of structures

RFP 2014-32
From: K. Farrington, PE, City Eng.
Date: Oct. 9, 2014
Ref: Survey Proposal
Page 3

shall be verified in the field. A representative from the Public Works Dept. shall accompany the survey crew during verification. Surveyor shall coordinate said work with the Public Works Department.

- (8) Provide cross-sections at fifty (50) foot stations and any intermediate points shown on profile along the rights-of-way. The cross-sections should indicate descriptions, elevations and distance from base line for the existing pavement centerline, mid-point of each lane, edge of pavement (at gutter), curb where present, sidewalk where present, edge of R.O.W., and any abrupt changes.
- (9) Provide sufficient horizontal and vertical information to determine alignment and drainage for intersecting streets.
- (10) Provide spot elevations at each edge of driveways where said points intersect sidewalk of R.O.W. where sidewalk does not exist (shown on site plan). Elevations shall be frozen on the layer control & not be plotted on site plan.
- (11) Site plan with centerline profile underneath shall be drawn on a 24' x 36' sheet at a scale of 1" = 2' with match lines at points as agreed to in advance by the City Engineer for the City of Plattsburgh. The site plan is to be on the top half of the sheet with the profile underneath. Profile shall include centerline, waterline, sanitary and storm sewer information. Cross-sections to be on a grid per block template and drawn at 1" = 10' horizontal and 1" = 1' vertical. One line diagrams of utilities shown on profile will not be accepted.
- (12) Furnish site plan data, cross sections on compact disk in either Autocad Version 2000 or later format. A drawing layer schedule (line weight, line type, color, text, etc.) block template & disc format will be furnished by the City Engineer. Any variations in layer schedule or format will not be accepted. Surveyors collected data shall be transformed and placed in provided format and layer schedule. Delete all duplicated layers from survey. Layers not provided on schedule may be added. The survey shall be provided in a single drawing in **Model Space only**. Drawing is to be set so there are no "Z: coordinates."

RFP 2014-32
From: K. Farrington, PE, City Eng.
Date: Oct. 9, 2014
Ref: Survey Proposal
Page 4

We request your proposals as a lump sum for each of the following completion dates:

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>APPROX. LENGTH (l.f.)</u>	<u>COMPL. DATE</u>
Sandborn Ave.	Park Ave.	Broad St.	895	12/1/2014
South Peru St.	S Cath. St.	Sharron Ave.	1675	12/1/2014
Hamilton St.	MacDonough St.	Jay St.	600	12/1/2014

We request your proposal for services to perform the field work and prepare the necessary drawings in accordance with the following:

- (1) The proposal should indicate a maximum total cost to perform the work and an hourly rate schedule for the various personnel classifications or unit price costs needed to perform the work as outlined below (include the estimated hours needed).
- (2) The proposal shall be for basic services with reimbursable expenses (long distance telephone, postage, photocopying, etc.) to be paid based on actual costs plus ten (10) percent.
- (3) Include all costs for office, Insurance, incidental supplies, computer time, etc., in the appropriate lump sum prices for the proposal.
- (4) Proof of general Liability Insurance, Automobile Liability, Worker's Compensation and NYS Disability Insurance will be required prior to commencing any work. Liability insurance coverage shall be in the amount of \$2,000,000 (Combined Single Limit or equivalent). Professional liability shall be in the amount of \$1,000,000. The City of Plattsburgh needs to be named as additionally insured.
- (5) Compliance with the NYS Department of Labor (DOL) requirements for payment of prevailing wages to survey employees in accordance with the DOL Prevailing Wage Determination furnished for this project and on file in the Engineering Department, City Hall.

RFP 2014-32
From: K. Farrington, PE, City Eng.
Date: Oct. 9, 2014
Ref: Survey Proposal
Page 5

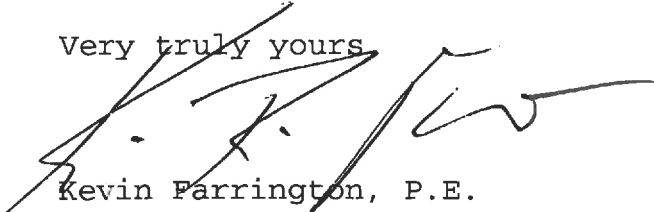
- (6) The proposal will state a maximum charge for the work under this proposed contract that will not be exceeded without prior City approval. The City will make monthly progress payments based on invoices and documentation for actual hours spent. It is understood the quoted hourly rates will include all costs. Accurate time records and receipts will be required to support each request for payment by the Engineer.

These Surveys are needed for the preparation of contract documents for work to be accomplished in the following calendar year. Therefore, as part of the contract agreements, the following Liquidated Damages Clause will be included:

"If the said surveyor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Surveyor does hereby agree, as part consideration for the awarding of this contract, to pay the City, not as penalty but as liquidated damages for such breach of contract the amount of one hundred (\$100.00) for each and every calendar day that the Surveyor shall be in default after the specified completion date."

Please contact David Lessor or myself at 563-7730 for additional information or explanation, if desired.

Very truly yours



Kevin Farrington, P.E.
City Engineer

/lf

Encl.

CC: Public Works Dept.
Dave Lessor, Dave Brown

PROPOSAL FORM

PREPARATION OF SURVEY FOR CITY STREETS

CONTRACT #2014-32

SUBMIT TO: Engineering & Planning Department
41 City Hall Place
Plattsburgh, NY 12901

PROPOSAL DATE: 10:00A.M. Tuesday, October 28, 2014

The undersigned has examined the City of Plattsburgh, N.Y. "Request for Proposals," for the preparation of surveys of the below listed streets and properties and offers to furnish all labor, supplies, material, equipment and insurance to perform the work at each location for the following individual Lump Sum Prices:

<u>LOCATION</u>	<u>TO</u>	<u>FROM</u>	<u>PRICE</u>
Sandborn Avenue	Park Ave.	Broad St.	<u>\$4,480.00</u>
South Peru Street	S. Catherine St	Sharron Ave.	<u>\$7,880.00</u>
Hamilton Street	MacDonough St.	Jay St.	<u>\$3,280.00</u>
TOTAL:			<u>\$15,640.00</u>

Addendum No. 1 Acknowledgment: _____

NAME OF FIRM: R.M.S., P.C.

AUTHORIZED REPRESENTATIVE: Jeffrey Burns, P.E.

ADDRESS: 11 MacDonough Street

CITY & STATE: Plattsburgh, NY ZIP: 12901

TELEPHONE #: 561-6145 FAX # 561-2496

DATE: Oct. 27, 2014

Attachment: Non-Collusive Bid Certificate

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidder affirms, and in the case of a joint bid each party thereto affirms as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quote in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed:



Jeffrey F. Burns, P.L.S., Vice President

Print Name & Title

RESOLUTION - (For Corporate Bidders Only)

Resolved that Jeffrey F. Burns be authorized to sign
(Individual's Name)

And submit the bid proposal for this corporation for:

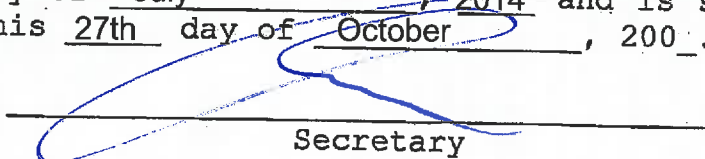
Survey for City Streets & Properties - Contract # 2014-32

(Name of Project)

And to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three - d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Robert M. Sutherland, P.C. corporation at a meeting of its Board of Directors held on the 16th day of July, 2014 and is still in full force and effect on this 27th day of October, 2004. 2014

By:



Secretary

Seal of Corporation

Print Name:

Aaron J. Ovios

JOSEPH L. THESIER, P.E.

October 24, 2014

BERNARD H. BROWN, A.I.A.

RICK W. TAGUE, A.I.A.

PAMELA S. EYOR, A.I.A.

MICHAEL J. HARRIS, A.I.A.,
LEED A.P.

KRIS D. DIMMICK, P.E., PWLF

MICHAEL F. PECK, P.L.S.

GERALD A. KOSTYK, P.L.S.

MARI L. CECIL, A.I.A., C.S.I.

MICKEY G. LEHMAN, P.E.

MATTHEW J. COOPER, P.E.

JASON S. JANTZI, A.I.A., C.S.I.

MARK B. KIMBALL, P.E.,
LEED GREEN ASSOCIATESHAWN M. TRAVERS, R.A.,
LEED GREEN ASSOCIATE

City of Plattsburgh
Engineering & Planning Department
41 City Hall Place
Plattsburgh, N.Y. 12901

Attention: Mr. Kevin R. Farrington, P.E., City Engineer

Re: Request for Proposal – Preparation of "Survey for City
Streets & Properties
Contract #2014-32

Dear Kevin,

We propose a lump sum quote of \$28,530 for the survey tasks outlined in your Request for Proposal, for the above reference project, dated February 21, 2012.

The following is an hourly rate schedule for our various personnel classifications:

	<u>Non Rated</u>	<u>Rated</u>
2 Person Survey Field Crew	\$110.00/Hr.	\$180.00/Hr.
Licensed Principal	\$160.00/Hr.	\$160.00/Hr.
Survey & Map Tech(CAD)	\$75.00/Hr.	\$75.00/Hr.
GPS Equipment	\$60.00/Hr.	\$60.00/Hr.
Clerical	\$50.00/Hr.	\$50.00/Hr.

Our quote is based on paying prevailing wage to our field crew for the work associated with the survey work for design. We are not obligated to pay the prevailing wage rate for the survey work associated with establishing property boundaries.

Furthermore our quote is based on the City sending us, prior to the commencement of our field work, any utility record drawings etc.

We are a concerned about the time of the year we would be conducting this survey work. Weather could affect the completion date of this project and we have no control over this matter.

327 MULLIN STREET
WATERTOWN, NY 13601
TELEPHONE (315) 782-8130
FACSIMILE (315) 782-7192
WWW.THEBCGROUP.COM



I have been authorized by the board of directors to sign the Non-Collusive Bidding Certificate.

Please do not hesitate to call if you have any questions. We are looking forward to working with you on this and projects in the future.

Sincerely yours,



Gerald A. Kostyk, P.L.S.
Principal / Survey Division

PROPOSAL FORM

PREPARATION OF SURVEY FOR CITY STREETS

CONTRACT #2014-32

SUBMIT TO: Engineering & Planning Department
41 City Hall Place
Plattsburgh, NY 12901

PROPOSAL DATE: 10:00A.M. Tuesday, October 28, 2014

The undersigned has examined the City of Plattsburgh, N.Y. "Request for Proposals," for the preparation of surveys of the below listed streets and properties and offers to furnish all labor, supplies, material, equipment and insurance to perform the work at each location for the following individual Lump Sum Prices:

<u>LOCATION</u>	<u>TO</u>	<u>FROM</u>	<u>PRICE</u>
Sandborn Avenue	Park Ave.	Broad St.	✓ 8055
South Peru Street	S. Catherine St	Sharron Ave.	✓ 15075
Hamilton Street	MacDonough St.	Jay St.	✓ 5400
TOTAL:			✓ 28,530

Addendum No. 1 Acknowledgment: N/A PER DAVE LESSOR 10/24/2014

NAME OF FIRM: BERNIEZ, CAVER & ASSOC.

AUTHORIZED REPRESENTATIVE: GERALD A. KOSTYK *[Signature]*

ADDRESS: 327 MULLIN STREET

CITY & STATE: WATER TOWN, N.Y. ZIP: 13601

TELEPHONE #: 315-782-8130 FAX # 315-782-7192

DATE: 10/24/2014

Attachment: Non-Collusive Bid Certificate

*DID NOT RECEIVE
PER DAVE LESSOR
10/24/14 USE OLD ONE.
[Signature]*

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidder affirms, and in the case of a joint bid each party thereto affirms as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quote in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed: _____

GERALD A. KOSTYK, PRINCIPAL / SURVEY DIVISION
Print Name & Title

RESOLUTION - (For Corporate Bidders Only)

Resolved that GERALD A. KOSTYK be authorized to sign
(Individual's Name)

And submit the bid proposal for this corporation for:
PREPARATION OF "SURVEY FOR CITY STREETS & PROPERTIES"
CONTRACT # 2014-32
(Name of Project)

And to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three - d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by BERNER, CARP & ASSOCIATES corporation at a meeting of its Board of Directors held on the _____ day of N/A REFER TO TRANSMITTAL LETTER and is still in full force and effect on this 24 day of OCTOBER, 2014

By: _____

Seal of Corporation

Print Name: _____

GERALD A. KOSTYK
PRINCIPAL / SURVEY DIVISION



Plattsburgh, New York

Jonathan P. Ruff, P.E.
Environmental Manager

41 City Hall Place
Plattsburgh, NY 12901
Phone: 518-536-7519
Fax: 518-563-6083
ruffj@cityofplattsburgh-ny.gov

October 31, 2014

To: Mayor Calnon and Members
Of the Common Council

Fr: Jonathan Ruff

Re: Contract 2014-33
Pedestrian Bridge Sewer Main Lining and Rehabilitation

Attached is the bid summary for the above referenced project. It is respectfully requested that the contract be awarded to Arold Construction, Kingston, NY, in the amount of \$67,120. The source of funds is capital project H8120.25.

Please contact me if you have any questions.

cc: Dave Powell
Kris Gushlaw
Adam Lucas
Richard Marks

CITY OF PLATTSBURGH

BID TITLE: Pedestrian Bridge Sewer Main Lining & Rehab BID OPENING DATE: Oct. 24 2014 2:00 p.
Contract # 2014-33

NAME & ADDRESS OF BIDDERS	AMOUNT OF BID	NCBC	SECURITY
Orrell Construction 51 Bowdoin Mill Bridge Rd Kingston, N.Y.	\$67,120.00	✓	Bid Bond
Precision Industrial Maintenance 1710 Erie Blvd. Westbury, N.Y.	136,300.00	✓	Bid Bond

10/24/14 2:00pm



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

Date: November 6th, 2014
MEMO TO: Mayor Calnon
FROM: Richard Marks
RE: Capital Fund Expenditures – Budget Transfer

It is being requested to transfer amounts for the 2014 Budget as follows:

Decrease Appropriation: NY State Retirement	1-9010000-8000	\$21,000.00
Increase Appropriation: Transfers – Capital Fund	1-9550000-9000	\$21,000.00

This request provides for a transfer within the 2014 General Fund budget for payment of unbudgeted emergency remediation costs estimated at \$35,000 for the 40 Bridge Street property acquired by the City during the 2012 and prior tax years round of foreclosures. The transfer to the Capital Fund Transfers line item is being made from the NY State Retirement appropriation for 2014, which is being invoiced to be paid on December 15th, 2014, for substantially less than the amount budgeted for 2014. Both accounts are within the General Fund and the transfer will provide for the cost for this unbudgeted appropriation by supplementing the current balance of \$14,000 in the Capital Fund Transfers line item. The 2014 work to be done will be removing and disposing of three underground fuel tanks. The transfer leaves the 2014 General Fund Budget for total appropriations unchanged.

Thank you for your attention to this request.

Cc: Carole Garcia
Jon Ruff
Dean Schneller



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held November 6th, 2014, the following resolution was adopted:

By Councilor _____ ; Seconded by Councilor _____

WHEREAS, the following resolution was adopted on November 6th, 2014, and

WHEREAS, the City Chamberlain is requesting to establish a 2014 40 Bridge Street Remediation project that was not included in the Capital Expenditure Plan adopted January 9th, 2014, and

WHEREAS, the cost of the 2014 40 Bridge Street Remediation project has been estimated by the Environmental Services Department for the project costs during 2014, as follows:

	2014 Estimated Cost
40 Bridge Street Remediation	\$ <u>35,000</u>
Total	\$ <u><u>35,000</u></u>

Project Funding:

General Fund	\$ <u>35,000</u>
Total	\$ <u><u>35,000</u></u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 6th day of November 2014, as follows:

- 1) That, the amount of Thirty-five Thousand and 00/100 (\$35,000.00) Dollars is hereby appropriated for the Capital Project **2014 40 Bridge Street Remediation (H5110.47)** for the cost of the project as described above and is hereby authorized to be expended for such purpose.
- 2) That, Thirty-five Thousand and 00/100 (\$35,000.00) Dollars of such appropriation be provided by the General Fund in order to provide for the improvement costs.
- 3) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK

Carlin, Beth

From: Peters, Steve
Sent: Monday, November 03, 2014 6:09 PM
To: Carlin, Beth
Subject: Agenda request

Beth-
With the mayors approval:
Request from Tim Carter of Fleet Feet to hold a Christmas Light 5k on US Oval on December 12 at 6pm as part of the Frozen 5k race series. Proceeds will benefit the food shelf.

Request from Tim Carter of Fleet Feet to hold the Snowman Scramble 5k at Blumette Park on January 10 at 9am as part of the Frozen 5k race series. Proceeds will benefit the SPCA.

Sent from my iPhone

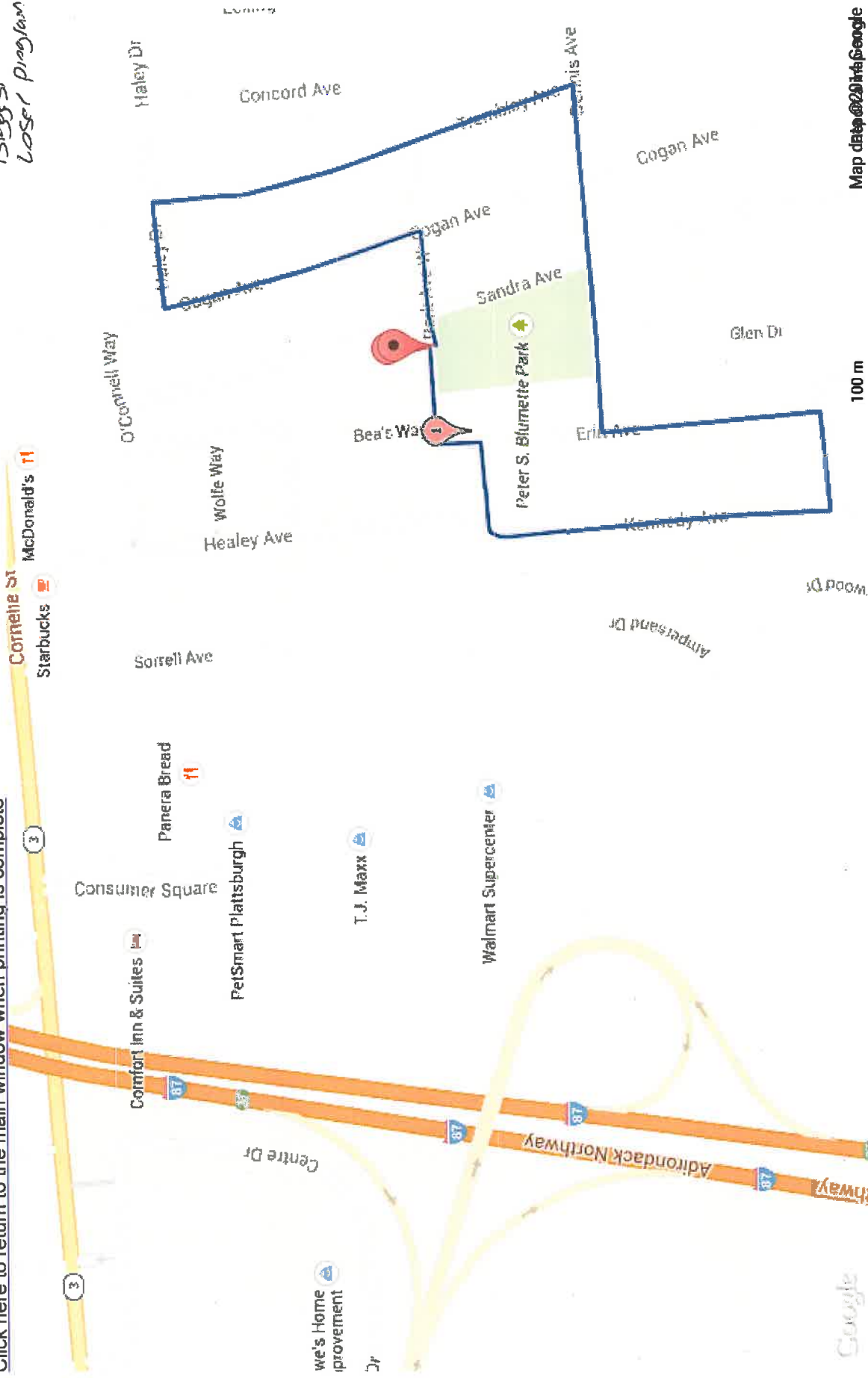
Snowman Scramble 5K

2 loop fun run 9AM-10AM

milermeter.com | main map | forum | about | log in | create account All intersections to be staffed with volunteers from

Click here to return to the main window when printing is complete

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Loser program





MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.
Manager

6 Miller Street
Plattsburgh, New York 12901
518-563-2200
Fax: 518-563-6690

November 3, 2014

To: Mayor Jim Calnon

From: Bill Treacy, Manager 

Subject: Change Order 2 115 kV Breaker Replacement St Lawrence 1 - PMLD 2014-3-1

The Plattsburgh Municipal Lighting Department has reviewed Change Order #2, at a cost of \$15,640.00. The change order involves the troubleshooting of various control wiring discrepancies that were found in the installation of the new 115Kv Breakers. This included missing control wiring and/or connection blocks, changes to control wiring over the last 40 years and had not been documented on the drawings. Rectifying a Current Transformer polarity problem associated with transformer TR3 protection which required troubleshooting. Rewiring CT connections on breakers T30 and T40, caused by the as built drawings, having not been correctly updated. Resolving the conflict with the new protection relays. Additional work included replacement of CT shorting blocks and test switches that had failed in the Control House.

MLD funds are available for this change order.

Request the Mayor be authorized to sign the attached Purchase Order for this project.

cc: Councilor Kasper, PMLD Liaison
Kelly Clookey, Finance Director
Bid 2014 - 3 -1 File (2)

CHANGE ORDER

No. 2

PROJECT 115 kV Breaker Replacement

DATE OF ISSUANCE 11/04/14 EFFECTIVE DATE 11/04/14

OWNER Plattsburgh Municipal Lighting Department

OWNER'S Contract No. 2014-3-1

CONTRACTOR Northline Utilities

ENGINEER PLM, Inc.

You are directed to make the following changes in the Contract Documents.

Description: Miscellaneous additional testing work associated with problems that occurred during construction.

Reason for Change Order: Miscellaneous problems were discovered during construction, including equipment failures and wiring that differed from the drawings. This CO addresses the time to identify and rectify these issues.

Attachments: (List documents supporting change.)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>648,000.00</u>	Original Contract Times Substantial Completion: Ready for final payment: days or dates
Net Changes from previous Orders No. <u>1</u> to No. <u>1</u> \$ <u>29,250.00</u>	Net Changes from previous Orders No. _____ to No. _____ days
Contract Price prior to this Change Order \$ <u>677,250.00</u>	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: days or dates
Net Increase (decrease) of this Change Order \$ <u>15,640.00</u>	Net Increase (decrease) of this Change Order: days
Contract Price with all approved Change Orders \$ <u>692,890.00</u>	Contract Times with all approved Change Orders Substantial Completion: Ready for final payment: days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: M. C. Barrett

By: _____

By: _____

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Date: 11/04/14

Date: _____

Date: _____

TRAFFIC ZONE DESIGNATION No. 953
November 6, 2014

In accordance with Chapter 253 of the Code of the City of Plattsburgh and Section 1640 of the New York State Vehicle and Traffic Law the following traffic control zone is hereby established and/or amended.

EXCLUDE TRUCKS, COMMERCIAL VEHICLES, TRACTORS, TRACTOR-TRAILER COMBINATIONS, TRACTOR-SEMITRAILER COMBINATIONS, AND TRACTOR-TRAILER-SEMITRAILER COMBINATIONS FROM HEALEY AVE, KENNEDY AVE, SANDRA AVE, COLLEGE AVE AND COGAN AVE.

Such exclusion shall not be construed to prevent the delivery or pickup of merchandise or other property along the streets listed above.

The establishment of this zone shall become effective upon the erection of the proper signs designating the zone.

All traffic zone designations previously established that are inconsistent with this traffic zone designation are hereby repelled and superseded by this traffic zone designation. All traffic zones established for other purposes that are consistent with this traffic zone designation shall remain in effect.



Plattsburgh Police Department

45 Pine Street

Plattsburgh, New York

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT
Chief of Police

November 4, 2014

Mayor James E. Calnon
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval for a Police Officer to travel to Schenectady NY for "New York State STOP Domestic Violence Fatality Review Committee Meeting", from 11/13/14 to 11/14/14. The total cost should not exceed \$118.00 and will be reimbursed by NYS Stop DV. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot
Plattsburgh Police Department

DJR/hls



Plattsburgh Police Department

45 Pine Street

Plattsburgh, New York

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT
Chief of Police

November 4, 2014

Mayor James E. Calnon
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval for a Police Officer to travel to Uncastle CT for "2014 Use of Force Summit", from 12/02/14 to 12/04/14. The total cost should not exceed \$1,173.65 and will be expensed from the Asset Forfeiture fund. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot
Plattsburgh Police Department

DJR/hls

Use of Force Conference, Uncasville, CT December 1st – 4th, 2014

Tuesday – December 2, 2014 (8am to 5pm)

Attorney Eric Daigle – Legal standards – Use of Force

- Use of Force Policies and Investigation Standards
- Current case law interpretation

Chief Charles Reynolds (Ret.)

- Dept. Of Justice oversight on Use of Force Standards

Kris Pitcher, Captain, LAPD Force Investigation Division

- Developing Force Investigation Units, Policy and Operations:
 - Conducting force investigations
 - Developing force investigation units and policies
 - Scene Investigation

Attorney Eric Daigle

- Investigating and Documenting Use of Force for Liability Protection

Wednesday – December 3, 2014 (8:30 am to 5pm)

James Marker, Manager Wyoming Law Enforcement Academy

- 4th Amendment Use of Force

Attorney Eric Daigle

- Crowd Management and Protecting First Amendment Rights
- The Good, the Bad and the Ugly with Electronic Control Weapons

Col. Rick Brown

- Community Relations and Use of Force
- Case Studies on Use of Force Incidents

Thursday – December 4, 2014 (8:30 am to 4:30pm)

Force Science® Instructor

- Biomechanical aspects of use of force encounters

Attorney Eric Daigle

- OIS (Officer Involved Shooting) Investigations- New Methodologies, New Mandates and New Rules, Different Perspectives in Changing Times